

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
VIRGINIA

Richmond Division

Sheila L. Willoughby, Plaintiff,

v.

Case No.:

3:16 cv 72

Oakmeade Apartments, F&W Management, L.C., Defendant,

Jurisdiction

I, plaintiff, believe that this district Court has jurisdiction over this claim because I, plaintiff, was discriminated against in retaliation for participating in "protected activities".

COMPLAINT

(1). I, plaintiff, have been in a contractual landlord-tenant relationship with the above-referenced public housing defendant for nineteen plus years. I, plaintiff, gave a written notice to move from the defendant's rental property in December 2014 but that moving plan was canceled shortly after, and I, plaintiff, informed the defendants accordingly.

In April 2015, I, plaintiff, wrote a written letter to the defendant requesting a full investigation into why I, plaintiff, was taken off of the housing lease after notifying Oakmeade Apartments, F & W Management, L.C., defendant, of my, plaintiff, decision to continue residing at their rental property, see Exhibit A.

(2). I, plaintiff, was discriminated against by Oakmeade Apartments, F & W Management, L.C., defendant, in retaliation for participating in "protected activities" by reporting, helping, and assisting in a criminal investigation into fraudulent activities that were occurring in the defendant, Oakmeade Apartments, F & W Management, L.C., public housing entity.

In early 2015, I, plaintiff, helped, assisted, and participated in "protected activities" involving an ongoing criminal investigation into fraudulent activities that were occurring inside Oakmeade Apartments, F & W Management, L.C., public housing entity and reported that Oakmeade Apartments, F & W Management, L.C., public housing entity, defendant, have a special interest with the applicant lease holder, Milton Boatwright because despite not having any utility expenses in the applicant lease holder name, Milton Boatwright, the defendant, Oakmeade Apartments, F & W Management, L.C., approved utilities funds payable to Milton Boatwright for 165 Airport Place, Highland Springs, Virginia 23075, while I, plaintiff, was receiving utility funds from the Commonwealth of Virginia on behalf of Virginia Dominion Power Energy Assistance Program for 165 Airport Place, Highland Springs, Virginia 23075,

see Exhibit C.

(3). As a direct and proximate result of my, plaintiff, ongoing participation and assistance in "protected activities", see Exhibits M-N, against Oakmeade Apartments, F & W Management, L.C., defendant, and the verbal admission of the defendant, Oakmeade Apartments, F & W Management, L.C., as saying that my, plaintiff, **"name will never be placed back on Oakmeade Apartments, F & W Management, L.C., Leasing Agreement because I, plaintiff, got them in trouble"** which is Oakmeade Apartments, F & W Management, L.C., defendant, "adverse action" I, plaintiff, suffered damages.

My, plaintiff, damages are;
compensation damages and punitive damages.

I, plaintiff, demand Three Million Dollars in Compensation Damages.

I, plaintiff, also demand Two Million Dollars in Punitive Damages.

I, plaintiff, demand a jury trial to determine the merits of this cause of action.

Sheila L. Willoughby Sheila Willoughby **Plaintiff**
(Signature)

Date: 01/30/2016

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